Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

### Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: OM IUL (1-09) OM Financial SERFF Tr Num: MCHX-125927084 State: ArkansasLH

Life - Indiv Indexed Un

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 41001

Adjustable Life

Sub-TOI: L09I.101 External Indexed - Single Co Tr Num: OM IUL (1-09) State Status: Approved-Closed

Life

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: SPI McHughConsulting Disposition Date: 12/08/2008

Date Submitted: 12/02/2008 Disposition Status: Approved

Implementation Date Requested: 01/01/2009 Implementation Date:

State Filing Description:

### **General Information**

Project Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Status of Filing in Domicile: Pending

Universal Life

Project Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Date Approved in Domicile:

Universal Life

Requested Filing Mode: Review & Approval Domicile Status Comments: Maryland is being

filed concurrently.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 12/08/2008

State Status Changed: 12/08/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: Individual Universal Life Insurance Policy With Index Interest Option

Form Number: OM IUL (1-09), Flexible Premium, Adjustable Death Benefit, Universal Life Insurance

SERFF Tracking Number: MCHX-125927084 State: Arkansas
Filing Company: OM Financial Life Insurance Company State Tracking Number: 41001

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

Policy with Index Interest Option

### Dear Commissioner Bowman:

McHugh Consulting Resources, Inc. has been requested to file the enclosed forms on behalf of OM Financial Life Insurance Company. We have provided an authorization letter for your files.

The above referenced form is enclosed for your review and approval. The form is new and does not replace any form currently on file.

The form is substantially similar to OM IUL (5-08), approved August 13, 2008, except for the following items:

- The President's name.
- The page numbers on the index page.
- The Extended NLP language has been removed throughout the policy.
- Language clarifications have been made throughout the policy to bring the language up to date.

Producers licensed to do business in your state, including through financial institutions, will market this life insurance product.

This is an individual universal life index insurance product that allows the applicant to allocate premium into a fixed interest option, an index interest option, or a combination of both. Index interest credits are credited annually and are based on a formula that is based on the point-to-point values of the Standard & Poor's 500 Composite Stock Price Index.

All assets supporting account value attributable to the index interest option will be held in the Company's general account. Based on the index interest option guarantees and the holding of assets in the general account, the index interest features are appropriately regulated under state insurance law, and registration is not required under state and federal securities laws.

SERFF Tracking Number: MCHX-125927084 State: Arkansas
Filing Company: OM Financial Life Insurance Company State Tracking Number: 41001

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

The policy will be issued on a sex distinct basis to insureds between the ages of 0-85. Hypothetical information is illustrated disclosing a policy issued to a male, age 35, tobacco premium class. The surrender charges vary by issue age and premium class. The surrender charge percentages for all ages and premium classes are enclosed.

This product will be illustrated.

Any previously approved applications and riders may be used with the above referenced policy as well as any other previously approved life insurance products that may be developed.

The enclosed actuarial memorandum demonstrates that the product is actuarially sound and that the benefits are reasonable to the premiums charged.

Bracketed material is intended to be variable. Attached is a statement of variability.

The form is written in clear and simplified language and has passed the Flesch Reading Ease test.

The form is in final printed format subject only to changes in formatting, font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

Thank you for your time and consideration of this filing. If you have any comments or questions, please feel free to call me at the number listed below.

Sincerely,

Betty Dabrowski

Consultant

215-230-7960

FAX: 215-230-7961

mcr@mchughconsulting.com

**Attachments** 

SERFF Tracking Number: MCHX-125927084 State: Arkansas
Filing Company: OM Financial Life Insurance Company State Tracking Number: 41001

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

# **Company and Contact**

### **Filing Contact Information**

(This filing was made by a third party - McHughConsulting)

Tim Hager, Compliance Assistant mcr@mchughconsulting.com
McHugh Consulting Resourses (215) 230-7960 [Phone]
Doylestown, PA 18901 (215) 230-7961[FAX]

**Filing Company Information** 

OM Financial Life Insurance Company CoCode: 63274 State of Domicile: Maryland

1001 Fleet Street Group Code: 2598 Company Type:
Baltimore, MD 21202 Group Name: State ID Number:

(410) 895-0091 ext. [Phone] FEIN Number: 52-6033321

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# **Filing Fees**

Fee Required? Yes

Fee Amount: \$125.00

Retaliatory? Yes

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

OM Financial Life Insurance Company \$125.00 12/02/2008 24247457

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

# **Correspondence Summary**

### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/08/2008	12/08/2008

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

# **Disposition**

Disposition Date: 12/08/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: OM IUL (1-09)

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	AR Submission Letter		Yes
Supporting Document	Authorization Letter		Yes
Supporting Document	Form Listing		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Illustration Certification		Yes
Supporting Document	Actuarial Memorandum		No
Form	FLEXIBLE PREMIUM, ADJUSTABLE DEATH BENEFIT, UNIVERSAL LIFE INSURANCE POLICY WITH INDEX INTEREST OPTION		Yes

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

### Form Schedule

Lead Form Number: OM IUL (1-09)

Review	Form	Form Type	e Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
	OM IUL (1-	- Policy/Con	t FLEXIBLE	Initial		55	OM IUL (1-
	09)	ract/Frater	n PREMIUM,				09).PDF
		al	ADJUSTABLE				
		Certificate	DEATH BENEFIT,				
			UNIVERSAL LIFE				
			INSURANCE				
			POLICY WITH				
			INDEX INTEREST				
			OPTION				

#### OM FINANCIAL LIFE INSURANCE COMPANY

#### A STOCK COMPANY

Home Office: [Baltimore, Maryland]

This Policy is issued in consideration of the application and payment of the Initial Premium.

While this Policy is in effect, we will pay the death benefit upon the death of the Insured. Payment will be made subject to this Policy's provisions.

This life insurance Policy is part of a legal contract between the Owner and the Company. READ YOUR POLICY CAREFULLY. The terms of this Policy are contained on this page and those which follow.

Signed for the Company.

Bune & Palef.

President]

(If applicable)

Countersigned at:

City: \_\_\_\_\_ State: \_\_\_\_\_ Date: \_\_\_\_\_

By Agent:

RIGHT TO CANCEL. If you decide not to keep this Policy, return it within [30] days after you receive it. It may be returned to your agent or it may be mailed to us. The return of this Policy will void it from the beginning. Any premium paid will be refunded. We will make any refund within 10 days of our receipt of this Policy.

AGENT NAME AND ADDRESS

YOU HAVE PURCHASED A UNIVERSAL LIFE INSURANCE POLICY. CAREFULLY REVIEW IT FOR LIMITATIONS. CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY KNOWN AS A SURRENDER CHARGE.

FLEXIBLE PREMIUM, ADJUSTABLE DEATH BENEFIT, UNIVERSAL LIFE INSURANCE POLICY WITH INDEX INTEREST OPTION

NOTICE TO OWNER: If you have questions or need information about this Policy or if you need assistance in resolving a complaint, please call us at [1-888-513-8797] (or write us at OM Financial Life Insurance Company Service Center; PO Box 81497, Lincoln, NE 68501-81497). You may also contact the Arkansas Insurance Department, Consumer Services Division at Third and Cross Streets; Little Rock, AR 72201 [(1-800-852-5494)].

Premiums payable while Insured is alive, but not beyond age 120. The Premium Class is shown under Benefit Information in the INFORMATION section. If Insured reaches age 120, and the Policy is in effect and not in a grace period, no further monthly deductions from the account value will be made. Death benefit payable upon death of Insured. Surrender value, if any, payable upon request if Insured is living. Any index interest credits are based on formulas that are based on the indexes shown within this Policy (which exclude dividends). Policy values may be affected by external index(es), but the Policy does not participate in any stock, bond, or equity investments. Nonparticipating: dividends are not payable.

### **INDEX** Page Page BENEFICIARY......11 DEATH BENEFIT......25, 26 POLICY VALUES ......15-18 DEFINITIONS......6, 7 OWNERSHIP...... 11 GENERAL PROVISIONS......8-10

Any endorsements, restrictions, riders, or additional benefits follow Page 29.

# [INFORMATION

### **POLICY DATA**

InsuredAge/Sex at IssuePolicy NumberJohn Doe35 Male1-234567890

Date of IssuePolicy DateOwner(s)May 15, 2009May15, 2009John Doe

(Owner information is subject to any change submitted and on record.)

### PREMIUM INFORMATION

Initial PremiumPlanned Premium/ModeMonthly No-Lapse Premium (NLP)/No-Lapse Period\*\$658.00\$658.00 AnnualMinimum NLP \$55.0015 Years

Guideline Single Premium Guideline Level Premium Annual Target Premium

\$19,993.27 \$1773.35 \$110.00

This product qualifies as life insurance for federal tax purposes by complying with the Guideline Premium test.

### BENEFIT INFORMATION

#### Minimum Face Amount

\$25,000

Description of Benefit	<u>Amount</u>	Premium Class	Rate Class <u>Percent</u>	Monthly Cost Of Insurance Rate
Death Benefit: Option A Initial Face Amount Effective May 15, 2009	\$100,000	Tobacco	100	See Page 17
Total Face Amount	\$100,000 <sup>†</sup>			

Note: For any rider listed, the rider's termination date will be the earlier of that rider's termination date, when the Policy ends, or when the Insured reaches age 120. The cost, if any, of a rider terminates on the rider's termination date.]

<sup>\*</sup>At the end of the No-Lapse Period, the guaranteed Policy Values may be insufficient to keep the Policy in effect unless an additional premium is paid at that time. (See the No-Lapse Period provision in the PREMIUMS section for further details.)

<sup>†</sup> When the settlement option endorsement is attached, proceeds are payable as stated in that endorsement.

# [INFORMATION (Cont'd)

INTEREST RATES	[Allocation	Initial Premium	Index Crediting	Minimum Guaranteed Cap* Rate		Minimum Guaranteed Account Value
Interest Crediting Option(s)	Percentage	Allocated	Period	Basic	Excess	Interest Rate
One-Year S&P 500 Annual Point-To-Point	50%	\$50,000	1	3.00%	3.00%	0.00% <sup>A</sup>
Fixed Interest Option **	50%	\$50,000	n/a	n/a	n/a	0.00% A
Total Account Value/Initial Premium Paid:	100%]	\$100,000***				

<sup>A</sup> Effective Annual Interest Rate

Fixed Option Initial Additional Interest Rate: [0.00]%

Index Option Initial Annual Cap Rate: Basic: [0.00]% Excess: [0.00]%

- \* The cap rate is declared in advance of each segment's buy date and guaranteed for 12 months dating from that segment's buy date.
- Any premium allocation to the fixed interest crediting option may be credited with an effective annual interest rate of [0.00]% from [May 15, 2009] through [May 14, 2010]. This rate includes the fixed option initial additional interest rate shown above. The guaranteed minimum effective annual interest rate for the life of the Policy is [0.00]%. We may, at our discretion, declare current credited interest rates in excess of the guaranteed minimum rate. Any additional premiums allocated to the fixed interest option will be credited as specified in the Interest provision in the POLICY VALUES (Cont'd) section.
- \*\*\* Additional Interest: Any additional interest may be credited on the annual segment anniversary.

#### Loan Interest:

Loan Interest Charged:

- Account Value in excess of premiums paid will be available for a preferred loan.
- During first 10 Policy years: All loans will be charged 8.00% annually, payable in arrears.
- After 10th Policy year:
  - Preferred loans will be charged 6.00% annually.
  - All other loans will be charged 8.00% annually.

Loan collateral credited: 6.00% annually.

### **CHARGES AND FEES**

Maximum Information Report Fee: \$25.00

Premium Expense Charge Percentage Rate: • 7.50% deducted from each premium made to the basic account value;

5.00% deducted from each premium, or portion of any premium, made to the excess

account value.

Monthly Expense Charge: \$10.00
Partial Surrender Service Charge \$25.00

#### SURRENDER PERCENTAGES:

Beginning		Beginning	
of Year	Percentage	of Year	Percentage
1	178%	9	144%
2	173%	10	140%
3	169%	11	136%
4	165%	12	133%
5	161%	13	129%
6	157%	14	100%
7	153%	15	50%
8	148%	16 & over	0%

]

# INFORMATION (Cont'd)

# TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES FOR NONTOBACCO PREMIUM CLASSES\*

Attained			Attained			Attained		
Age	Male	Female	Age	Male	Female	Age	Male	Female
0	[0.0600	0.0350	40	0.1267	0.1025	80	5.9767	3.7458
1	0.0383	0.0258	41	0.1375	0.1092	81	6.6525	4.2025
2	0.0275	0.0192	42	0.1508	0.1167	82	7.3683	4.6858
3	0.0200	0.0167	43	0.1667	0.1258	83	8.1500	5.1933
4	0.0175	0.0158	44	0.1842	0.1367	84	9.0192	5.7592
5	0.0175	0.0150	45	0.2033	0.1492	85	9.9858	6.3325
6	0.0183	0.0158	46	0.2225	0.1642	86	11.0492	7.0100
7	0.0183	0.0175	47	0.2383	0.1817	87	12.1983	7.8467
8	0.0183	0.0175	48	0.2508	0.2008	88	13.4200	8.7292
9	0.0192	0.0175	49	0.2667	0.2225	89	14.7017	9.6075
10	0.0200	0.0183	50	0.2875	0.2467	90	15.9783	10.2542
11	0.0233	0.0208	51	0.3142	0.2742	91	17.2350	10.8725
12	0.0283	0.0225	52	0.3467	0.3050	92	18.5517	11.8975
13	0.0333	0.0258	53	0.3842	0.3375	93	19.9400	13.2867
14	0.0433	0.0283	54	0.4317	0.3717	94	21.4025	15.0167
15	0.0550	0.0300	55	0.4850	0.4108	95	22.8508	16.8992
16	0.0642	0.0325	56	0.5400	0.4533	96	24.2650	18.7533
17	0.0725	0.0342	57	0.5933	0.4983	97	25.7717	19.9567
18	0.0767	0.0358	58	0.6467	0.5450	98	27.3783	20.6100
19	0.0783	0.0375	59	0.7092	0.5925	99	29.0925	21.9658
20	0.0792	0.0375	60	0.7850	0.6425	100	30.7300	23.7283
21	0.0792	0.0392	61	0.8775	0.6975	101	32.1825	25.6433
22	0.0792	0.0400	62	0.9850	0.7558	102	33.7275	27.7533
23	0.0800	0.0400	63	1.1025	0.8175	103	35.3700	30.0583
24	0.0808	0.0417	64	1.2250	0.8850	104	37.1058	32.5708
25	0.0833	0.0425	65	1.3525	0.9600	105	38.9342	35.2258
26	0.0867	0.0458	66	1.4817	1.0417	106	40.8750	37.9433
27	0.0883	0.0475	67	1.6167	1.1325	107	42.9342	40.7058
28	0.0867	0.0500	68	1.7592	1.2333	108	45.1192	43.5158
29	0.0858	0.0525	69	1.9192	1.3433	109	47.4350	46.4192
30	0.0850	0.0550	70	2.1058	1.4675	110	49.8875	49.3292
31	0.0842	0.0583	71	2.3325	1.6092	111	52.4858	52.1342
32	0.0850	0.0617	72	2.5975	1.7642	112	55.2358	54.8133
33	0.0875	0.0658	73	2.8767	1.9333	113	58.1458	57.5650
34	0.0892	0.0708	74	3.1767	2.1208	114	61.2208	61.0042
35	0.0933	0.0767	75	3.5033	2.3267	115	64.4692	64.2783
36	0.0975	0.0825	76	3.8717	2.5525	116	67.8967	67.6958
37	0.1033	0.0875	77	4.3000	2.8025	117	71.5108	71.3250
38	0.1108	0.0917	78	4.7975	3.0750	118	75.3167	74.7150
39	0.1175	0.0967	79	5.3550	3.3742	119	79.3058	78.2550
						120	83.3333	83.3333]

<sup>\*</sup>These rates are based on the:

For a rate class other than 100 percent, multiply the rate in the table by the rate class percent shown under BENEFIT INFORMATION in the INFORMATION section.

<sup>• 2001</sup> CSO Nonsmoker, male or female table.

<sup>•</sup> Age last birthday.

<sup>•</sup> Rate class of 100 percent.

INFORMATION (Cont'd)
TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES FOR TOBACCO PREMIUM CLASSES\*

Attained			Attained			Attained		
Age	Male	Female	Age	Male	Female	Age	Male	Female
0	[0.0600	0.0350	40	0.2417	0.1825	80	7.8625	5.8675
1	0.0383	0.0258	41	0.2650	0.1950	81	8.6117	6.4808
2	0.0275	0.0192	42	0.2925	0.2108	82	9.3825	7.1125
3	0.0200	0.0167	43	0.3250	0.2283	83	10.2042	7.7575
4	0.0175	0.0158	44	0.3617	0.2492	84	11.1333	8.4292
5	0.0175	0.0150	45	0.3983	0.2733	85	12.1867	9.0500
6	0.0183	0.0158	46	0.4350	0.3017	86	13.3292	9.7675
7	0.0183	0.0175	47	0.4658	0.3367	87	14.5433	10.6575
8	0.0183	0.0175	48	0.4892	0.3783	88	15.8092	11.5483
9	0.0192	0.0175	49	0.5192	0.4250	89	17.1108	12.3633
10	0.0200	0.0183	50	0.5583	0.4750	90	18.3683	12.8267
11	0.0233	0.0208	51	0.6092	0.5300	91	19.5650	13.2067
12	0.0283	0.0225	52	0.6708	0.5892	92	20.7933	14.0275
13	0.0333	0.0258	53	0.7450	0.6533	93	22.0633	15.1892
14	0.0433	0.0283	54	0.8333	0.7217	94	23.4183	16.8083
15	0.0550	0.0300	55	0.9275	0.7942	95	24.7825	18.7183
16	0.0717	0.0358	56	1.0250	0.8717	96	26.0775	20.5375
17	0.0858	0.0392	57	1.1150	0.9500	97	27.4425	21.6167
18	0.0950	0.0425	58	1.2008	1.0317	98	28.8833	22.0492
19	0.1025	0.0467	59	1.3017	1.1192	99	30.4042	23.2142
20	0.1083	0.0492	60	1.4258	1.2100	100	31.8267	24.7900
21	0.1133	0.0525	61	1.5775	1.3083	101	33.0425	26.4933
22	0.1192	0.0550	62	1.7517	1.4125	102	34.3208	28.3442
23	0.1250	0.0575	63	1.9383	1.5192	103	35.6633	30.3367
24	0.1317	0.0608	64	2.1250	1.6342	104	37.1942	32.6358
25	0.1392	0.0658	65	2.3075	1.7583	105	39.0167	35.2867
26	0.1467	0.0700	66	2.4842	1.8933	106	40.9517	37.9992
27	0.1508	0.0742	67	2.6625	2.0433	107	43.0058	40.7583
28	0.1517	0.0792	68	2.8450	2.2075	108	45.1842	43.5642
29	0.1508	0.0842	69	3.0458	2.3883	109	47.4950	46.4633
30	0.1500	0.0892	70	3.2758	2.5925	110	49.9417	49.3692
31	0.1508	0.0958	71	3.5583	2.8208	111	52.5342	52.1708
32	0.1533	0.1025	72	3.8867	3.0692	112	55.2792	54.8458
33	0.1583	0.1108	73	4.2175	3.3400	113	58.1825	57.5933
34	0.1642	0.1217	74	4.5758	3.6233	114	61.2525	61.0283
35	0.1708	0.1325	75	4.9742	3.9208	115	64.4958	64.2992
36	0.1808	0.1433	76	5.4158	4.2425	116	67.9183	67.7117
37	0.1925	0.1525	77	5.9267	4.5892	117	71.5267	71.3367
38	0.2067	0.1617	78	6.5125	4.9633	118	75.3267	74.7233
39	0.2225	0.1717	79	7.1575	5.3658	119	79.3117	78.2592
						120	83.3333	83.3333]

<sup>\*</sup>These rates are based on the:

For a rate class other than 100 percent, multiply the rate in the table by the rate class percent shown under BENEFIT INFORMATION in the INFORMATION section.

<sup>• 2001</sup> CSO Smoker, male or female table.

<sup>·</sup> Age last birthday.

<sup>•</sup> Rate class of 100 percent.

### **DEFINITIONS**

Age The Insured's age on the last birthday.

Attained Age The Insured's Age on the last Policy anniversary.

The person(s) named in the application or in the most recent change on record to receive the death benefit.

Contingent Beneficiary The person(s) named in the application or in the most recent change on record to receive the death benefit if the Beneficiary is not alive at the Insured's death.

> The person(s) named in the application or in the most recent change on record to become the Owner of this Policy if the Owner dies before the Insured.

The date on which the Policy is issued. The Incontestability and Suicide Exclusion provisions are measured from this date.

The amount used to determine the death benefit. The Initial Face Amount is shown under BENEFIT INFORMATION in the INFORMATION section.

The Index is used for calculating any index credit. The index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product. S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

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Beneficiary

**Contingent Owner** 

Date of Issue

**Face Amount** 

Index

# **DEFINITIONS (Cont'd)**

Initial Premium The premium due on the Policy Date.

Insured The person named under POLICY DATA in the INFORMATION section whose life is

insured under this Policy.

Monthly Date The same date of each month as the Policy Date.

Net Premium The Net Premium is equal to:

The premium paid; less

• The premium paid multiplied by the Premium Expense Charge Percentage Rate shown

under CHARGES AND FEES in the INFORMATION section.

No-Lapse Period The period during which the Policy will not terminate for insufficient surrender value if

certain conditions are met. The No-Lapse Period is shown under PREMIUM

INFORMATION in the INFORMATION section.

No-Lapse Premium The Minimum No-Lapse Premium is shown under PREMIUM INFORMATION in the

INFORMATION section which may be paid during the No-Lapse Period.

Owner The person(s) named in the application or in the most recent change on record entitled to

ownership rights stated in this Policy.

Policy Date The date on which the Initial Premium is due and on which coverage begins. Policy

months, years, and anniversaries are measured from this date.

We, Our, Us, Company OM Financial Life Insurance Company.

Written Request A request in writing that is signed, dated, and notarized (if required by the form) on a form

satisfactory to, or provided by, us and received at our Home Office or any administrative

office that we maintain.

You, Your The Owner.

# **GENERAL PROVISIONS**

Any reference to Beneficiary, Contingent Beneficiary, Irrevocable Beneficiary, Owner, Contingent Owner, and/or payee, may include multiple persons.

**Entire Contract** 

The entire contract consists of:

- This Policy;
- The application, a copy of which is attached and made a part of this Policy; and
- All amendments, endorsements, riders or any INFORMATION page(s) which are attached to or mailed to your last known address.

Only the President, the Secretary, or a Vice President in our Home Office can agree to change or waive any provisions that are part of the entire contract. The change or waiver must be in writing.

Representations

We will rely on all statements made in an application. Except in cases of fraud, statements made will be considered representations and not warranties. We will not use any statement in defense of a claim unless that statement is made in an application which is part of the entire contract.

Incontestability

We will not contest this Policy based on statements made in an application after this Policy has been in effect during the Insured's lifetime for 2 years from the Date of Issue.

A new period of contestability will apply if any one of the following events occurs:

- Reinstatement;
- The Face Amount increases:
- Death Benefit Option A is changed to Option B; or
- Additional coverage is added by rider.

We can contest this Policy based on statements made in the application for any one of these occurrences until this Policy has been in effect during the Insured's lifetime for 2 years from the effective date of any such occurrence. For any increase in coverage, only the increase in Face Amount, the increase in the amount payable under the Death Benefit Option, and the additional coverage added by rider will be contestable.

This Incontestability provision applies to any rider unless that rider has its own Incontestability provision, in which case that rider's provision will apply.

Misstatement of Birth Date or Sex

If there has been a misstatement of the Insured's birth date or sex, this Policy's death benefit will be adjusted. We will use the then current monthly cost of insurance rate to determine what the death benefit should be for the correct birth date or sex.

# GENERAL PROVISIONS (Cont'd)

Assignment

We will not be responsible for the validity or sufficiency of any assignment. To be binding on us, an executed assignment must be by written request and consented to by any Irrevocable Beneficiary. Your rights and any Beneficiary's interest will be subject to the assignment. Assignment of this Policy is effective on the date the assignment is signed, subject to any payments made or actions taken by us prior to receipt of such notice. Assignment of this Policy may subject you to income and gift tax.

**Effective Date** 

The effective date for:

- Coverage provided in the original application will be the Policy Date.
- Any subsequent changes will be the date shown on any revised INFORMATION page(s).
- Reinstatement will be as stated in the Effective Date of Reinstatement provision.

**Termination of Policy** 

This Policy will end at the earliest of the following events:

- Your written request for full surrender.
- The grace period ends without receipt of required payment.
- The Insured dies.

**Annual Report** 

Once each year we will send you a report which shows the following:

- As of the date of the last report, the total account value and the account value for each allocated interest crediting option.
- Since the date of the last report, the amount of any: interest crediting option allocations; interest crediting option reallocations; premiums paid; monthly deductions; premium expense charges; interest credited; partial surrenders and any charge thereon; unpaid loans and loan interest; paid loans and loan interest.
- As of the date of the current report: the account value; the surrender value; the Death Benefit Option; the Face Amount; the Current Death Benefit.

You may also request an annual report at any time. However, the values will be based on the last monthly date prior to the date of the request.

On written request we will also send you a report which provides other information about this Policy. If more than one report is requested per Policy year, we may charge a reasonable fee for each additional report. The Maximum Information Report Fee we will charge is shown under CHARGES AND FEES in the INFORMATION section.

Claims of Creditors

To the extent permitted by law and except to the extent you have assigned this Policy, no benefit paid, or to become payable, will be subject to any claim or process of law by any creditor.

Conformity With Statutes

If any provision in this Policy is in conflict with the laws of the state which govern this Policy, the provision will be deemed to be amended to conform with such laws.

# GENERAL PROVISIONS (Cont'd)

Interest-Bearing Checking Account

At our option, the following payments will be made into an interest-bearing checking account established in the name of the recipient:

- Partial and full surrenders;
- Settlement option payments; and/or
- Death benefit payments.

The recipient may withdraw a portion of or the entire proceeds in this account at any time. This does not apply to payments requested to be made by us to other companies. You may contact us for any information regarding this account. You may also request that we do not place the payments into this account.

Nonparticipating

This Policy does not share in our profits or surplus. No dividends will be paid.

# **OWNERSHIP**

Ownership Succession

If you die before the Insured, at your death, ownership of this Policy will pass to the person(s) then living in the order which follows:

- Any joint Owner.
- Any Contingent Owner.
- Estate of the last Owner to die.

If more than one natural person succeeds to the ownership rights of this Policy, such persons will own this Policy as joint Owners. Any instructions or designations of the prior Owner will continue unless changed in accordance with this Policy by the succeeding Owner.

Ownership Rights

While the Insured is alive, you may:

- Exercise any of the rights under this Policy.
- Assign this Policy.
- Subject to our agreement, change or amend this Policy.

The exercise of any ownership right is subject to the written consent of any joint Owner(s).

Change of Owner and Contingent Owner

While the Insured is alive, you may transfer ownership by written request. If you transfer ownership, any earlier choice of any Contingent Owner will be canceled. Changes in Ownership designation, unless otherwise specified in the Policy, are effective on the date the notice is signed by you, subject to any payments made or actions taken by us prior to receipt of such notice. A change in ownership may subject you to income and gift tax.

### **BENEFICIARY**

Irrevocable Beneficiary

Any Beneficiary may be named an Irrevocable Beneficiary. The consent of any Irrevocable Beneficiary is needed to exercise any ownership right, including assigning the Policy, except the following:

- Change the frequency of premium payment.
- Borrow on this Policy to pay its premium.
- Reinstate this Policy.

Change of Beneficiary

You may change the Beneficiary and any Contingent or Irrevocable Beneficiary by written request. The written request must be signed, witnessed by a disinterested party, and received in our home office on a form acceptable to us while the Insured is alive. Any change in Beneficiary is effective on the date the change is signed and is subject to any payments made or actions taken by us before the request was received in our home office and recorded by us. Irrevocable Beneficiary(ies) must give written consent to any such change.

Payment to Beneficiary

Before making any payment, we may require evidence of the identity, age, and other facts about any person or class designated as the Beneficiary. We are entitled to make payments based on that evidence.

### **PREMIUMS**

**Premium Payments** 

All premium payments:

- Must be made at our Home Office or any administrative office that we maintain.
- Must be paid on or before their due date, subject to the Grace Period provision.
- Must be in the currency of the United States of America.

We will issue a receipt on request. Before any insurance becomes effective, the Initial Premium must be paid while the Insured is alive.

While this Policy is in effect, premiums may be allocated among any interest crediting options shown in the INFORMATION section or attached by rider at or after issue.

Planned and Unscheduled Premium Payments

Planned Premiums may be paid as scheduled under PREMIUM INFORMATION in the INFORMATION section. The amount and frequency of the Planned Premiums may be changed. We will require that you notify us in writing of the change.

Unscheduled additional premiums of at least [\$25] may be paid at any time. Payments will be subject to the Premium Limitation provision.

**Premium Limitation** 

In order to qualify as life insurance under section 7702 of the Internal Revenue Code, as amended, the sum of all premiums paid may not exceed at any time the greater of:

- The sum of the Guideline Level Premiums since the Policy was issued; or
- The Guideline Single Premium.

We will not accept a premium payment that would exceed this limit unless such premium is required to keep the Policy in effect. An overpayment will be returned to you with any interest earned thereon and treated as though it has not been paid.

**Target Premium** 

The Initial Annual Target Premium is shown under PREMIUM INFORMATION in the INFORMATION section. The Annual Target Premium will be:

- Increased if a rider benefit is added or increased, or if the Face Amount is increased.
- Decreased if a rider benefit is removed or decreased or if the Face Amount is decreased.

We will issue a revised INFORMATION page or amendment when there is a change in the Annual Target Premium.

No-Lapse Period

This Policy will not end for insufficient surrender value during the No-Lapse Period if the No-Lapse Premiums are paid as stated below. For the Initial Face Amount, the Minimum No-Lapse Premium and the No-Lapse Period are shown under PREMIUM INFORMATION in the INFORMATION section. By paying only the No-Lapse Premiums, you may not be realizing the full advantage of building a significant account value.

The no-lapse premium will be:

- Increased if a rider benefit is added or increased, or if the Face Amount is increased.
- Decreased if a rider benefit is removed or decreased or if the Face Amount is decreased.

We will issue a revised INFORMATION page or an amendment when there is a change in the No-Lapse Premium.

# PREMIUMS (Cont'd)

No-Lapse Period (Cont'd)

This Policy is guaranteed to stay in effect if, on each Monthly Date during the No-Lapse Period, the sum of premiums paid since the beginning of the No-Lapse Period is not less than:

- The sum of the No-Lapse Premiums for each month from the beginning of the No-Lapse Period, including the current month; plus
- Any partial surrenders since the beginning of the No-Lapse Period, including any charge thereon; plus
- Any increase in a loan amount since the beginning of the No-Lapse Period; plus
- Any loan in existence on the Policy Date, provided the No-Lapse Period begins on the Policy Date.

While the surrender value is greater than zero, the sum of premiums paid as of every fifth Policy anniversary must be greater than or equal to:

- The sum of the No-Lapse Premiums for each month from the Policy Date, including the current month; plus
- Any partial surrenders, including any charge thereon; plus
- The current loan balance.

At the end of the No-Lapse Period, the guaranteed Policy values may be insufficient to keep the Policy in effect unless an additional premium payment is paid at that time.

Policy coverage and any rider benefits will continue as long as the premium payment requirements are being met under the No-Lapse Period provision. If the premium payment requirements are not met and the surrender value is not sufficient to cover the monthly deduction, any remaining surrender value will be used toward the amount required under the Grace Period provision.

If the Insured reaches age 120, the Policy is in effect and not in a grace period, all cost of insurance charges and monthly expense charges will end. The Policy will remain in effect and interest will continue to be credited to the account value. The interest rate charged on any outstanding loan will be equal to the interest rate credited to the loaned account value, resulting in a zero net loan rate. Loans and partial surrenders may be made, subject to the POLICY LOANS and SURRENDER sections. There is no change in the determination of the Death Benefit after age 120. This Policy may be subject to tax consequences when continued beyond age 120. You should consult your tax advisor.

We will allow your Policy to remain in effect during a 61 day grace period when:

- The surrender value is not enough to cover the monthly deduction; and
- The premium payment requirements are not sufficient to satisfy the No-Lapse Period provision.

If the Insured dies during the grace period, we will pay the death benefit. However, that benefit will be reduced by the amount required to cover the monthly deduction through the month in which death occurred.

At least 31 days before the end of the grace period, we will mail written notice of lapse to you, any secondary addressee on record, and any assignee of record. Such notice will be mailed to the last known address. If the required amount shown in the lapse notice is not paid by the end of the grace period, this Policy will terminate without value.

Continuation of Insurance

**Grace Period** 

### INDEX INTEREST OPTION

Index Interest Crediting – Annual Point-To-Point Index interest credits are made based on the formula and definitions described below. The Index definition is described in the DEFINITIONS section.

Allocation of Account Value Segment

You may allocate any portion of the account value within this Policy or attached by rider at or after issue to this index interest crediting option on the account value segment date or annual segment anniversary date.

Index Value

The index value on any specified date is the closing value of the index at the close of business on that date. If no index value is published, we will use the index value on the next business day.

If publication of the selected index is discontinued or if we are unable to utilize it, or the calculation is substantially changed, subject to approval by the state insurance department, if required, we will substitute a suitable alternative index and notify you at your last known address. A change in the index will not change the Policy's effective date or anniversary dates.

**Index Credit** 

For each account value segment, the index interest credit equals the ending account value (less any outstanding loans and less any amounts surrendered and applicable surrender charges thereon), multiplied by the percentage elected to be allocated to this Index Option, multiplied by the Index Change (subject to the Cap rate). No index interest credits will be applied to any portion surrendered between index crediting dates or if the Policy is surrendered between index crediting dates.

The index interest credit will never be less than zero. Index interest credits are not credited to any portion of the index account values that are deducted to pay cost of insurance charges.

**Index Crediting Date** 

Index interest credits are made annually for each account value segment. The first possible index crediting date is one year following the first segment buy date.

Index Change

The index change is used to calculate the index interest credit. The index change for each account value segment allocated to this index interest crediting option equals ((A divided by B) – 1), where:

- A is the index value as of the end-of-year account value segment;
- B is the index value as of the beginning-of-year account value segment.

Cap Rate

This rate is the maximum percentage increase that may be credited to the index account value segment. In advance of each segment's buy date, we will set the cap rate for that segment and guarantee it for 12 months dating from that segment's buy date. As each segment renews, the cap rate may change. That rate will never be less than the Minimum Guaranteed Cap Rate shown on the INFORMATION page.

### **POLICY VALUES**

#### Account Value

Net premium paid into this Policy will become part of the total account value. The total account value at Policy inception will be the initial Net Premium paid. The total account value includes the Fixed Account Value and any Index Interest Account Values included in this Policy or attached by rider at or after issue.

The total account value after Policy inception will be equal to (A) - (B) + (C) - (D) - (E) + (F) + (G) where:

- (A) is the total account value on the last Monthly Date;
- (B) is the monthly deduction for the month which follows the last Monthly Date;
- (C) is interest to date on (A) (B);
- (D) is any partial surrender(s) made since the last Monthly Date, including any charge thereon:
- (E) is interest to date on (D) from the date of partial surrender(s);
- (F) is any Net Premium received since the last Monthly Date;
- (G) is interest to date on (F) from the date of receipt.

### Basic and Excess Account Value

The total account value is made up of two or more parts: a basic account value and excess account value for each interest crediting option. The basic account value consists of the total premiums paid in a Policy year up to the Annual Target Premium amount. The excess account value consists of the portion of the total premium payments in a Policy year that is greater than the Annual Target Premium. Surrender charges apply to the basic account value and not to the excess account value (see the Surrender Charge section).

#### Short-term Account Value Segments

Net premiums, as they are received, are allocated to a short-term account value segment. Interest is credited on a daily basis at an effective annual rate no less than the Minimum Guaranteed Account Value Interest Rate.

#### **Account Value Segments**

On the [15th] of [August, November, February, or May], net premiums move from the short-term account value segments and become part of an account value segment as shown below:

Premiums Received in the Following Periods*:	Premium Applied to Account Value Segment on the following Dates:
[May 14 – August 13	August 15
August 14 – November 13	November 15
November 14 – February 13	February 15
February 14 – May 13	May 15]

\*Premiums must be received at least [two] business days prior to the account value segment date shown. Premiums not received [two] business days in advance will be added to the next account value segment.

Each account value segment is then treated as a single unit for annual interest crediting, the segment anniversary date with a portion of the account value segment allocated to the fixed option and a portion of the account value segment allocated to the index interest option (as directed by the Owner) included in this Policy or attached by rider at or after issue. These account value segments are credited with interest daily at the minimum interest rate greater than or equal to 0.00% effective annual interest rate. The date the segment is closed is referred to as the segment anniversary date. Each account value segment will credit interest as described in the Interest and Additional Interest provisions.

# POLICY VALUES (Cont'd)

Reallocations

While this Policy is in effect, account value segments may be reallocated within the Policy or attached by rider at or after issue on account value segment anniversary dates. You must notify us of any reallocation at least [30] business days prior to the appropriate account value segment's anniversary date. The reallocation becomes effective on the next account value segment's anniversary date.

Account value segment allocations cannot be changed between anniversaries.

Surrender Value

The surrender value at any time will be:

- The total account value; less
- Any unpaid loans and loan interest; less
- Any surrender charge.

Refer to the SURRENDER section for more information about the surrender value.

Monthly Deduction

A deduction from the total account value will be made on each Monthly Date. The deduction will be made proportionately from each interest crediting option according to the option's allocation. It will be:

- The monthly cost of insurance; plus
- The cost of any additional benefit provided by rider; plus
- The Monthly Expense Charge shown under CHARGES AND FEES in the INFORMATION section.

The monthly deduction will be taken first from premium allocated to the basic account value. The monthly deduction is withdrawn from the most recently funded account value segment proportionate to each interest crediting option. If that segment is insufficient to fund the monthly deduction, the previous account value segment will be used; and so on. Once the basic account value is exhausted, any remaining portion of the monthly deduction will be taken from the excess account value in the same manner as the basic account value.

Monthly Cost of Insurance

This cost is determined on each Monthly Date. The cost will be equal to (A) multiplied by the result of (B) minus (C) where:

- (A) is the monthly cost of insurance rate divided by 1,000;
- (B) is the amount payable under the Death Benefit Option in effect on that date discounted by one month's interest at the Minimum Guaranteed Account Value Interest Rate shown under INTEREST RATES in the INFORMATION section;
- (C) is the total account value on that date less the Monthly Expense Charge and the cost of any additional benefit provided by rider, except for a Waiver of Monthly Deduction Rider.

If the INFORMATION section shows Death Benefit Option A and there have been increases in the Face Amount, then the account value will first be considered a part of the Initial Face Amount. If the total account value is more than the Initial Face Amount, the excess will be considered to be part of successive increases in Face Amount, beginning with the first increase.

# POLICY VALUES (Cont'd)

Monthly Cost of Insurance Rate

Interest

**Additional Interest** 

For the Initial Face Amount, the rate is based on the Age and Face Amount as of the Policy Date, Attained Age, Sex, Premium Class, and the Rate Class Percent. For any increase in the Face Amount, the rate is based on the Age and Face Amount at the date of increase, Attained Age, Sex, Premium Class, and the Rate Class Percent. The rate may be changed by us periodically based on our expectations of future mortality, investment earnings, expense, and persistency experience. Each change will be on the same basis for all Policies of this type in effect for the same length of time issued to Insureds of the same Age, Attained Age, Sex, Premium Class, and Rate Class Percent. However, the rate will not be more than that shown in the TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES in the INFORMATION section, multiplied by the Rate Class Percent.

We guarantee that we will credit interest at an effective annual rate at least equal to the Minimum Guaranteed Account Value Interest Rate shown under INTEREST RATES in the INFORMATION section. At our discretion and acting by authority of our Board of Directors, we may declare rates of interest in excess of that minimum rate. We may also declare different rates of interest for the basic and excess account values.

Different interest rates may be declared with respect to Net Premiums which are paid at different times. Subject to the Minimum Guaranteed Account Value Interest Rate, we reserve the right to redeclare the credited interest rate. The interest rate declared for each account value segment will be guaranteed to remain in effect for 12 months.

During the account value segment year, we will credit interest daily equal to or greater than the minimum 0.00% effective annual rate. Once credited, that interest will become part of the total account value.

Regardless of the interest rate declared, we will not credit more than 6.00% to that part of the account value that equals any unpaid loans and loan interest. Interest is not credited to any portion of the account value that is deducted to pay cost of insurance charges.

Additional interest may be credited at the end of the account value segment year (on the segment anniversary date).

On the first anniversary of the segment buy date, and each segment anniversary thereafter, additional interest may be credited to each account value segment. According to the premium allocation percentages that you elected, the additional interest may be based on (A), (B), or both (A) and (B), where:

- •(A) <u>Fixed Interest Option's Additional Interest Rate</u> equals the fixed interest rate not less than the Minimum Guaranteed Account Value Interest Rate, declared prior to the start of the account value segment.
- (B) Any Index Interest Option's Additional Interest Rate equals the index-linked interest rate-defined in the Index Crediting provision included in this Policy or attached by rider at or after issue.

# POLICY VALUES (Cont'd)

Additional Interest (Cont'd)

On each segment anniversary date, the additional interest may equal:

- The ending account value (less any loans taken during that year and less any amounts surrendered and applicable surrender charges during the year just ended) multiplied by the percentage of premiums allocated to the fixed interest account multiplied by (A); plus
- The Index Credit as defined in the INDEX INTEREST OPTION section.

Additional interest will be reduced by the amount of daily interest credited, if any.

For each account value segment, the premium allocation percentages determined by you cannot be changed once that segment year has begun. If you allocated premiums to the index interest option, additional interest may be based on the Index Crediting formula stated in the INDEX INTEREST OPTION section.

### **BASIS OF POLICY VALUES**

Policy values equal or exceed those required by the state in which this policy is delivered. A detailed statement of the method used to compute those values has been filed with the insurance department of that state.

Minimum Policy values are based on the Minimum Guaranteed Account Value Interest Rate and Guaranteed Maximum Monthly Cost of Insurance Rates shown in the INFORMATION section.

### **POLICY CHANGES**

General

After the first Policy year, but not more than once in any Policy year, and while the Insured is still alive, you may submit an application to change the Death Benefit Option or to increase or decrease the Face Amount.

The effective date of change will be the Monthly Date that falls on, or next follows, the date we approve the application for change.

We may require the return of this Policy for endorsement or otherwise in the event of a change in the Death Benefit Option, Face Amount, Owner, Contingent Owner, Beneficiary, settlement option, or other change.

We will issue a revised INFORMATION page reflecting any change in the Death Benefit Option or Face Amount. We reserve the right to issue a revised INFORMATION page in the event of any other change to this Policy.

Changing the Death Benefit Option

If Option A is changed to Option B, we will require evidence of insurability satisfactory to us. The Face Amount will be decreased to equal the difference between the amount payable under Option A and the account value on the effective date of change. This change will not be made if the resulting Face Amount would be less than the minimum shown under BENEFIT INFORMATION in the INFORMATION section.

If Option B is changed to Option A, the Face Amount will be increased to equal the amount payable under Option B on the effective date of change.

Increasing the Face Amount

You may increase the Face Amount in accordance with our guidelines. The amount of any increase must be at least [\$5,000]. We will require:

- Evidence of insurability satisfactory to us;
- That there be enough surrender value to cover the monthly deduction as of the effective date of the increase, or that payment be made to cover the amount needed.

When the Face Amount is increased:

- A new No-Lapse Premium and Target Premium will be calculated; and
- The No-Lapse Period will remain unchanged.

The additional Target Premium attributable to the increase will be based on the Insured's Age on the effective date of the increase.

The portion of the Face Amount representing the increase may be assigned a different premium class than assigned to the Initial Face Amount or to any other increase.

The surrender charge percentages for the increase will be shown in the revised INFORMATION section.

# POLICY CHANGES (Cont'd)

### Decreasing the Face Amount

You may decrease the Face Amount after the third Policy year if:

- (A) The amount of any decrease is at least [\$5,000].
- (B) It will not result in an amount less than the minimum Face Amount shown in the INFORMATION section; and
- (C) It will not be decreased to an amount that would cause the Policy to fail to qualify as life insurance for federal income tax purposes.

### A decrease will be applied to:

- The most recent increase; then
- The next most recent increases; then
- To the Initial Face Amount shown under BENEFIT INFORMATION in the INFORMATION section.

### When the Face Amount is decreased:

- A new No-Lapse Premium and Target Premium shown in the INFORMATION section will be calculated; and
- The No-Lapse Period will remain unchanged.

A decrease in the Face Amount will not result in any change to the surrender charges.

### **POLICY LOANS**

Loans

After the first Policy year, and while this Policy is in effect, you may borrow against this Policy.

You may borrow a portion of the surrender value if the following conditions are met:

- The Policy must have a surrender value;
- The Insured is living;
- Your written request; and
- The Policy is assigned to us as collateral for a loan.

An assignment form and loan agreement must be completed. We may delay making a loan for up to 6 months. However, there will be no delay if the loan is to be used to pay a premium to us.

The amount of any loans requested will not be withdrawn from account value segments but will remain as part of that segment subject to the Loan Interest provision below. Loan collateral will be determined from the most recently funded excess account value segment. If that segment is insufficient to determine the loan collateral, the previous account value segment will be used, and so on. Once the excess account value segments are exhausted, any remaining portion will be determined from the basic account value in the same manner as the excess account value segments.

Total loans and interest together may not equal or exceed the account value less the surrender charge, if any. Otherwise, this Policy will terminate unless continued under the Grace Period provision.

Loan interest is charged daily. The annual Loan Interest Rate will be at least 3.00% but not more than 8.00% and is shown under INTEREST RATES in the INFORMATION section. This interest is due at the end of each Policy year. If not paid when due, it will be added to the loan and bear interest at the same rate.

Account value segments securing any loans are not eligible for account value segment interest and/or index interest credits. Interest on loan collateral will be at the rate shown on the INFORMATION page.

You may repay all or part of a loan and loan interest at any time while this Policy is in effect or at reinstatement if the Policy is reinstated.

Loan Interest

Repayment

### REINSTATEMENT

#### Reinstatement Requirements

If this Policy terminates as provided in the Grace Period provision, it may be reinstated within 3 years of such termination.

We will require for each life insured under this Policy and any attached rider:

- The Insured be alive on the expiration date of the Grace Period;
- Written application for reinstatement;
- Evidence of insurability satisfactory to us;
- Repayment of any unpaid loan and loan interest; and
- A minimum payment as explained in the following paragraphs.

We will require a payment of the unpaid loans and loan interest plus the amount equal to (A + B) divided by (C) where:

- (A) is the monthly deductions for the 2 months following the effective date of reinstatement;
- (B) is the sum of the surrender charge, if any, which applies 2 months after the effective date of reinstatement;
- (C) is 1 minus the Premium Expense Charge Percentage Rate shown under CHARGES AND FEES in the INFORMATION section.

If the effective date of reinstatement is within the No-Lapse Period and you wish to reinstate the no-lapse guarantee, we will require a payment of the unpaid loans and loan interest plus the amount equal to (A) + (B) - (C) where:

- (A) is the sum of the No-Lapse Premiums for each month from the Policy Date, including the current month;
- (B) is the sum of any partial surrenders, including any charge thereon;
- (C) is the sum of all past premiums paid.

A Policy cannot be reinstated after age 120.

After reinstatement, we will adjust the surrender charge. Each surrender charge will be multiplied by a factor equal to (A) minus the result of (B) divided by (C), but never more than 1, where:

- (A) is 1;
- (B) is the account value at the end of the grace period;
- (C) is the surrender charge at the end of the grace period.

This adjustment will not apply to the surrender charge for any future increase in the Face Amount.

On the effective date of reinstatement, the account value will be equal to (A) + (B) - (C) where:

- (A) is the Net Premium received;
- (B) is the amount of any unpaid loan and loan interest at reinstatement;
- (C) is the monthly deduction for that month.

The surrender value is described in the POLICY VALUES section. The surrender percentages will continue to be based on the number of months from the Policy Date as described in the Surrender Charge provision in the SURRENDER section.

**Effective Date of Reinstatement** 

Adjustments After Reinstatement

The effective date of reinstatement will be the Monthly Anniversary Date which falls on or next follows the date the reinstatement requirements are satisfied and we approve the application for reinstatement.

Page 22

# **SURRENDER**

Full Surrender

Surrender Charge

Partial Surrender

This Policy may be surrendered for its surrender value. If the Policy is surrendered between index crediting dates, no index interest credits will be applied to any index interest option(s) included in this Policy or attached by rider at or after issue. If the Policy is surrendered between segment anniversary dates, no additional interest or index interest credits will be applied to any options.

Surrender charges are calculated separately for the Initial Face Amount and for each subsequent increase in Face Amount. Any surrender charge is not reduced by any decrease in the Face Amount. A surrender charge will not apply to any surrender taken from the excess account value.

The surrender charge for the Initial Face Amount will be:

- The greatest of any annual Target Premium attributable to the Initial Face Amount through the date of surrender; multiplied by
- The surrender percentage.

The surrender charge for each increase in the Face Amount will be:

- The annual Target Premium attributable to the increase; multiplied by
- The surrender percentage.

Surrender percentages begin on:

- The Policy Date for the Initial Face Amount and apply for the first 15 Policy years.
- The effective date of increase in the Face Amount for each increase and apply for 15 years from the date of increase.

The surrender percentage table for the Initial Face Amount is shown under CHARGES AND FEES in the INFORMATION section. A different surrender percentage table may apply for any subsequent increase in Face Amount. The Annual Target Premium is shown under PREMIUM INFORMATION in the INFORMATION section.

Part of this Policy's account value may be surrendered after the first Policy year. Any partial surrender may be taken from account value as directed by the Owner. If no direction is given, the partial surrender and any surrender charges thereon, will be taken from each interest crediting option proportionately.

Any surrender charge, including the Partial Surrender Service Charge shown under CHARGES AND FEES in the INFORMATION section, will be deducted from the account value surrendered. The partial surrender will be taken first from premium allocated to the excess account value. The partial surrender will be made from the most recently funded account value segment. If that segment is insufficient to fund the partial surrender, the previous account value segment will be used, and so on. Once the excess account value is exhausted, any remaining portion of the partial surrender (and any surrender charge thereon) will be taken from the basic account value in the same manner as the excess account value.

A partial surrender, including any charge thereon, may not reduce the surrender value to less than [\$1,000]. Such surrender cannot be for an amount less than [\$500].

For Death Benefit Option A, the Face Amount:

- Will be reduced by the amount of the partial surrender, including any charge thereon.
- Which remains in effect after any such surrender must be at least the minimum shown under BENEFIT INFORMATION in the INFORMATION section.

# SURRENDER (Cont'd)

Partial Surrender Charge

This charge is equal to the surrender charge that would apply to a full surrender multiplied by a fraction. That fraction is equal to:

- The account value surrendered; divided by
- The account value before the partial surrender, less any unpaid loans and loan interest.

When a partial surrender is made, any future surrender charge will be reduced by that fraction.

Surrender Requirements

We will require:

- Your written request.
- For a full surrender, return of this Policy or a certification (on a form we accept) stating that this Policy has been lost or destroyed.

**Deferral of Payment** 

We reserve the right to defer payment of the surrender value for up to 6 months after we receive your Written Request. However, there will be no delay for any portion to be used to pay a premium to us. We will pay interest at a rate not less than the minimum rate required by state law, if the deferral period is 30 days or more.

# **DEATH BENEFIT**

Death Benefit

We will pay a death benefit if the Insured dies while this Policy is in effect. The amount of the death benefit will depend on the Death Benefit Option in effect on the date of death.

Any death benefit due will be paid to the person(s) living on the date of such death in the order which follows:

- The Beneficiary.
- Any Contingent Beneficiary.
- The Owner.
- The Owner's estate.

**Death Benefit Options** 

Before the Insured's death, you may choose either of the following Death Benefit Options:

### Option A. The greater of:

- The Face Amount; or
- The minimum death benefit.

### Option B. The greater of:

- The total account value plus the Face Amount, or
- The minimum death benefit.

The minimum death benefit is the total account value on the date of death multiplied by the percentage shown in the Minimum Death Benefit Table for the Insured's Age on the date of death.

### MINIMUM DEATH BENEFIT TABLE

	Account		Account		Account
Attained	Value	Attained	Value	Attained	Value
Age	Percentage	Age	Percentage	Age	Percentage
0-40	250%	54	157%	68	117%
41	243%	55	150%	69	116%
42	236%	56	146%	70	115%
43	229%	57	142%	71	113%
44	222%	58	138%	72	111%
45	215%	59	134%	73	109%
46	209%	60	130%	74	107%
47	203%	61	128%	75-90	105%
48	197%	62	126%	91	104%
49	191%	63	124%	92	103%
50	185%	64	122%	93	102%
51	178%	65	120%	94	101%
52	171%	66	119%	95+	100%
53	164%	67	118%		

We reserve the right to change the minimum death benefit to comply with any applicable federal or state law or regulation. We will notify you of any such change at your last known address.

# **DEATH BENEFIT (Cont'd)**

Payment of Death Benefit

Payment of the death benefit will be made at our Home Office and will be paid upon receipt of proof of death and written request for the Death Benefit.

#### We will require:

- Return of this Policy or a certification (on a form we accept) stating that this Policy has been lost or destroyed;
- Proof of the Insured's death in the form of a certified copy of the death certificate; and
- A written request for the death benefit.

The death benefit to be paid at the Insured's death will be:

- The amount payable under the Death Benefit Option in effect on the date of death; plus
- Any additional benefit provided by rider; less
- Any unpaid loans and loan interest; less
- Any amount required to cover the monthly deduction through the month in which death occurred, unless that monthly deduction was waived by rider.

If any Beneficiary or Contingent Beneficiary dies at the same time as the Insured or within 10 days after the death of the Insured, the death benefit will be paid as if the Insured had survived such Beneficiary or Contingent Beneficiary.

We are discharged from all claims on this Policy after payment in full of the death benefit.

Interest will be paid on the death benefit as required by state law.

If the Insured dies by suicide, while sane or insane, within 2 years from the Date of Issue, no death benefit will be paid. Instead, we will limit payment to:

- The premiums paid; less
- The total monthly cost of insurance deducted for benefits on any person other than the Insured; less
- Any unpaid loans and loan interest; less
- Any partial surrender, including any charge thereon.

If the Insured dies by suicide, while sane or insane, within 2 years from the effective date of any increase in this Policy's Face Amount, no death benefit on the increase will be paid. We will limit payment to:

- Any death benefit in effect for more than 2 years which has been adjusted as described in the Payment of Death Benefit provision; plus
- The cost of insurance for such increase.

Interest Paid on Death Benefit

Suicide Exclusion

### METHODS OF SETTLEMENT

Payment of Proceeds

Upon death of the Insured or if the Policy is fully surrendered, all or part of any proceeds payable may be paid under a settlement option rather than in a lump sum.

We may issue an annuity contract to provide payments under settlement options 1, 2, 3, or 4.

Interest Paid on Proceeds

Interest will be paid on the proceeds as required by state law.

Payee

The payee will be:

- You, or your designee, if proceeds are payable on a full surrender; or
- The recipient of the death benefit, if proceeds are payable at death of the Insured.

**Election of Option** 

While the Insured is alive, you may, by written request, elect or change a settlement option to take effect at the Insured's death. The recipient of the death benefit may not change the election you make. If no option is in effect at the Insured's death, the recipient of the death benefit may elect one by written request.

An election to receive proceeds under options 1, 2, 3, or 4 on a full surrender must be made within 60 days after the proceeds become payable.

An election to receive proceeds under options 1, 2, 3, or 4 cannot be changed after payments begin.

After we record any option election or change, it will take effect on the date the request was signed. That election or change will be subject to any payment made or action taken by us before we receive the request and record the change.

Descriptions of the settlement options follow. A table showing the guaranteed monthly payments under each option follows the descriptions of settlement options. Additional settlement options may be offered when proceeds are payable.

Option 1 Income for a Fixed Period

Payments are guaranteed for the number of years and months chosen which may not be less than [5] years nor more than [25] years. If the payee dies before the end of the fixed period, a death benefit consisting of the remaining guaranteed payments, as scheduled, will be paid.

Option 2
Life Income With a Guaranteed Period

Payments are guaranteed for the number of years chosen which may not be less than [5] years nor more than [25] years. If the payee is alive at the end of the guaranteed period, payments will continue for as long as the payee is alive. If the payee dies before the end of the guaranteed period, a death benefit, consisting of the remaining guaranteed payments, as scheduled, will be paid.

Option 3
Life Income

Payments will be made for as long as the payee is alive. No payments will be made after the payee's death.

Option 4

Joint and Survivor Life Income

Payments will be made for as long as either the payee or joint payee is alive. The payments will:

- Be paid in the joint life income amount while both the payee and joint payee are alive.
- Continue to be paid after the death of either payee at the rate requested and for as long as the remaining payee or joint payee survives.
- Cease at the death of both the payee or joint payee.

## METHODS OF SETTLEMENT (Cont'd)

#### Option 5 Interest

This option may only be used for proceeds payable at the Insured's death. We will hold the proceeds until withdrawn by the payee or until we have made payment at the payee's death.

Interest credited on those proceeds will be paid as elected. Upon request, we will hold the interest for up to [10] years without payment. Interest payments may be paid no more frequently than monthly.

The payee may withdraw all or part of the proceeds at any time. Also, by request, we will discontinue payments under this option and the remaining proceeds and interest to date will be paid as described under Option 1.

If the payee dies, any amount not yet paid, plus any unpaid interest, will be paid in one lump sum to the Payee's estate.

**Amount of Payment** 

The amount of payments received under a settlement option will depend on the:

- Amount of proceeds payable;
- Settlement option chosen;
- Payment frequency chosen; and
- Sex and birth date of the person over whose life payments are made if options 2, 3, or 4
  are chosen.

We will then compare the mortality and interest rate factors reflected in the Table of Guaranteed Monthly Payments to the factors reflected in the current rates for any single premium immediate annuities which we may then offer and which the payee would be eligible to purchase. The payments will be based on the factors that result in higher payments.

Any annuity contract sent to the payee will show the settlement option and amount and frequency of annuity payments, all of which will be fixed as of the date the annuity contract is issued.

**Payment** 

Payments for an option will:

- Be made at the Home Office.
- Be made into an interest-bearing checking account in the name of the payee.
- Be paid by check or draft.

Before making any payment, we may require proof of the existence and/or birth date of any payee or the Insured.

In all cases, our written consent for payment under any option will be required if:

- Any payee is a corporation, partnership, association, trustee, or assignee.
- The amount left with us is less than [\$2,000].
- Any annuity or interest payment is less than [\$20].

# METHODS OF SETTLEMENT (Cont'd)

## TABLE OF GUARANTEED MONTHLY PAYMENTS\*

Minimum Amount for Each \$1,000 Applied

The Guaranteed Monthly Payments are based on a [1.50%] effective annual interest rate and the US Annuity 2000 Table.

Option 1. Income For a Fixed Period

Period		Period		Period	
(Years)	Payment	(Years)	Payment	(Years)	Payment
5	\$17.31	8	\$11.06	15	\$6.20
6	14.53	9	9.90	20	4.82
7	12.54	10	8.97	25	3.99

Option 2. Life Income With a 10 Year Guaranteed Period

Age	Male	Female	Age	Male	Female	Age	Male	Female
50	\$3.27	\$3.03	55	\$3.65	\$3.37	60	\$4.15	\$3.80
51	3.34	3.09	56	3.74	3.44	65	4.78	4.37
52	3.41	3.15	57	3.83	3.53	70	5.56	5.11
53	3.49	3.22	58	3.93	3.61	75	6.44	6.04
54	3.57	3.29	59	4.04	3.70			

Option 3. Life Income

Age	Male	Female	Age	Male	Female	Age	Male	Female
50	\$3.29	\$3.04	55	\$3.69	3.39	60	\$4.23	3.84
51	3.36	3.10	56	3.79	3.47	65	4.96	4.46
52	3.44	3.17	57	3.89	3.55	70	5.97	5.32
53	3.52	3.24	58	3.99	3.64	75	7.37	6.58
54	3.60	3.31	59	4.11	3.74			

Option 4. Joint and 50% Survivor Life Income

Male Payee			Female Joint Payee			
Age	50	55	60	65	70	75
50	\$3.16	\$3.34	\$3.55	\$3.79	\$4.07	\$4.39
55	3.34	3.53	3.77	4.04	4.36	4.73
60	3.54	3.76	4.03	4.34	4.71	5.15
65	3.77	4.03	4.33	4.70	5.13	5.66
70	4.03	4.32	4.68	5.10	5.63	6.26
75	4.30	4.64	5.05	5.55	6.18	6.95

Payment amounts for other combinations of years, ages, sex, and rates will be furnished on request.

FLEXIBLE PREMIUM, ADJUSTABLE DEATH BENEFIT, UNIVERSAL LIFE INSURANCE POLICY WITH INDEX INTEREST OPTION

Premiums payable while Insured is alive, but not beyond age 120. The Premium Class is shown under Benefit Information in the INFORMATION section. If Insured reaches age 120, and the Policy is in effect and not in a grace period, no further monthly deductions from the account value will be made. Death benefit payable upon death of Insured. Surrender value, if any, payable upon request if Insured is living. Any index interest credits are based on formulas that are based on the indexes shown within this Policy (which exclude dividends). Policy values may be affected by external index(es), but the Policy does not participate in any stock, bond, or equity investments. Nonparticipating: dividends are not payable.

 SERFF Tracking Number:
 MCHX-125927084
 State:
 Arkansas

 Filing Company:
 OM Financial Life Insurance Company
 State Tracking Number:
 41001

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

#### **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: MCHX-125927084 State: Arkansas
Filing Company: OM Financial Life Insurance Company State Tracking Number: 41001

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

#### **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 12/02/2008

Comments: Attachments:

AR - READABILITY CERTIFICATION.PDF

AR Actuarial Certification Reg 34 Valuation.PDF

AR Actuarial Certification Reg 34 Nonforfeiture.PDF

AR External-Index Certification.PDF

State of AR Certification Bulletin 11-83.PDF

AR Certification of Compliance with Rule 19.PDF

**Review Status:** 

Satisfied -Name: AR Submission Letter 12/02/2008

Comments: Attachment:

AR Submission Letter.PDF

Review Status:

Satisfied -Name: Authorization Letter 12/02/2008

Comments: Attachment:

Authorization Letter.PDF

**Review Status:** 

Satisfied -Name: Form Listing 12/02/2008

Comments:

Attachment:

Form Listing.PDF

**Review Status:** 

Satisfied -Name: Statement of Variability 12/02/2008

 SERFF Tracking Number:
 MCHX-125927084
 State:
 Arkansas

 Filing Company:
 OM Financial Life Insurance Company
 State Tracking Number:
 41001

Company Tracking Number: OM IUL (1-09)

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.101 External Indexed - Single Life

Adjustable Life

Product Name: OM IUL (1-09) OM Financial Life - Indiv Indexed Un

Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

#### Comments:

#### Attachment:

Statement of Variability.PDF

SERFF Tracking Number: MCHX-125927084 State: Arkansas
Filing Company: OM Financial Life Insurance Company State Tracking Number: 41001

Company Tracking Number: OM IUL (1-09)

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.101 External Indexed - Single Life

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Project Name/Number: OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life /OM IUL (1-09) OM Financial Life - Indiv Indexed Universal Life

**Review Status:** 

Satisfied -Name: Illustration Certification 12/02/2008

Comments: Attachment:

Illustration Certification.PDF

#### READABILITY CERTIFICATION

**COMPANY NAME:** OM Financial Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
OM IUL (1-09)	55.2

Name: Jo Ann Grant

Title: Vice President, Product Implementation

Jo ann Hrant

Date: 12/1/08

#### **ACTUARIAL CERTIFICATION**

OM Financial Life Insurance Company does hereby certify that its <u>Flexible Premium</u>, <u>Adjustable Death Benefit</u>, <u>Universal Life Insurance Policy with Index Interest Option - OM IUL (1-09)</u> is in compliance with Section 6 (Valuation) of Regulation 34. In addition, when calculating the Reserves under the minimum reserve method in Regulation 34, in no case shall the Reserves be less than the actual Cash Surrender Values provided for under the Policy contract.

	1 lRAM
Actuary /	John Aprill, FSA, MAAA
Actuary Title	Vice President, Actuarial Valuation
Date:	11/24/08

#### **ACTUARIAL CERTIFICATION**

OM Financial Life Insurance Company does hereby certify that its <u>Flexible Premium</u>, <u>Adjustable Death Benefit</u>, <u>Universal Life Insurance Policy with Index Interest Option - OM IUL (1-09)</u> is in compliance with Section 7 (Nonforfeiture) of Regulation 34.

Actuary Title Ferdinand Uy, ASA, MAAA
Actuary Title Manager – Marketing Actuarial Implementation

Date: November 25, 2008

# STATE OF ARKANSAS EXTERNAL-INDEX CERTIFICATION

**Company Name:** OM Financial Life Insurance Company

Form Number(s): OM IUL (1-09)

I hereby certify to the following:

- 1. The Company's policy issuance procedures for policies subject to Arkansas law are in the compliance with AR. Code 23-79-138;
- 2. The Company provides the Arkansas Life and Health guaranty notice to each policy owner as required by Regulation 49;
- The Company has reviewed and evaluated the contract summary disclosures and believes the disclosures are not deceptive confusing or misleading and contain the items listed in Arkansas' External-Indexed Contract Guidelines;
- 4. The above referenced contracts will not be solicited by any person who is not trained and qualified;
- The Company will address the referenced external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how reserves are developed; and
- 6. The Company will establish and maintain a detailed file defining the system for hedging for the above referenced contracts.

Jo Ann Grant

Vice President – Product Implementation

Jo ann Frant

December 2, 2008

Date

#### Certification

Name of Company:	OM Financial Life Insurance Company

The above named company certifies that <u>Flexible Premium</u>, <u>Adjustable Death Benefit</u>, <u>Universal Life Insurance Policy with Index Interest Option</u> Form No. <u>OM IUL (1-09) et al</u> has been reviewed and complies with Arkansas Insurance Department Guidelines identified in its Bulletin No. 11-83.

Signature

Jo ann Frant

Jo Ann Grant

Print or Type Name

Vice President, Product Implementation

Title

# Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer:

OM Financial Life Insurance Company

Form Number(s): OM IUL (1-09)		
I hereby certify that to the best of my knowle requirements including the requirements of Rule ar	e filing above meets	all applicable Arkansas
Jo ann Hrant		
Signature of Company Officer		
Jo Ann Grant		
Name		
Vice President-Product Implementation		
Title		
November 13, 2008		
Date		

350 South Main Street Suite 103
Doylestown, PA 18901
Ph# 215-230-7960
Fax # 215-230-7961
Email:mcr@mchughconsulting.com
www.mchughconsulting.com

# McHugh Consulting Resources, Inc.

December 2, 2008 via SERFF

NAIC # 63274 FIN: 52-6033321

Julie Benafield Bowman
Insurance Commissioner
Arkansas Department of Insurance
Compliance - Life and Health
1200 West Third Street
Little Rock, AR 72201-1901

RE: <u>Individual Universal Life Insurance Policy With Index Interest Option</u>

Form Number: OM IUL (1-09), Flexible Premium, Adjustable Death Benefit, Universal Life Insurance

Policy with Index Interest Option

Dear Commissioner Bowman:

McHugh Consulting Resources, Inc. has been requested to file the enclosed forms on behalf of OM Financial Life Insurance Company. We have provided an authorization letter for your files.

The above referenced form is enclosed for your review and approval. The form is new and does not replace any form currently on file.

The form is substantially similar to OM IUL (5-08), approved August 13, 2008, except for the following items:

- The President's name.
- The page numbers on the index page.
- The Extended NLP language has been removed throughout the policy.
- Language clarifications have been made throughout the policy to bring the language up to date.

Producers licensed to do business in your state, including through financial institutions, will market this life insurance product.

This is an individual universal life index insurance product that allows the applicant to allocate premium into a fixed interest option, an index interest option, or a combination of both. Index interest credits are credited annually and are based on a formula that is based on the point-to-point values of the Standard & Poor's 500 Composite Stock Price Index.

All assets supporting account value attributable to the index interest option will be held in the Company's general account. Based on the index interest option guarantees and the holding of assets in the general account, the index interest features are appropriately regulated under state insurance law, and registration is not required under state and federal securities laws.

Insurance Compliance Services	•								•						
Your Outsourcing Resource															

The policy will be issued on a sex distinct basis to insureds between the ages of 0-85. Hypothetical information is illustrated disclosing a policy issued to a male, age 35, tobacco premium class. The surrender charges vary by issue age and premium class. The surrender charge percentages for all ages and premium classes are enclosed.

This product will be illustrated.

Any previously approved applications and riders may be used with the above referenced policy as well as any other previously approved life insurance products that may be developed.

The enclosed actuarial memorandum demonstrates that the product is actuarially sound and that the benefits are reasonable to the premiums charged.

Bracketed material is intended to be variable. Attached is a statement of variability.

The form is written in clear and simplified language and has passed the Flesch Reading Ease test.

The form is in final printed format subject only to changes in formatting, font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

Thank you for your time and consideration of this filing. If you have any comments or questions, please feel free to call me at the number listed below.

Sincerely,

Betty Dabrowski Consultant

215-230-7960 FAX: 215-230-7961

mcr@mchughconsulting.com

Betty Dabrowst.

Attachments



Old Mutual Financial Network 1001 Fleet Street Baltimore, Maryland 21202 PH 410.895.0100 1.888.697.LIFE FX 410.895.0162 OM FINANCIAL LIFE INSURANCE COMPANY OM FINANCIAL LIFE INSURANCE COMPANY OF NEW YORK

January 1, 2008

NAIC Company Code: 63274

To: The Insurance Commissioner

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of McHugh Consulting Resources, Inc., 350 South Main, Suite 103 Doylestown, PA 18901, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

**OM Financial Life Insurance Company** 

BY:

JoAnn Grant Vice President

Jo ann Grant

## **OM Financial Life Insurance Company**

Form Number	Description
OM IUL (1-09)	Individual Indexed Universal Life Policy

# Statement of Variability

Base Form Number: OM IUL (1-09)

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
Policy Cover Page				
Company Address	May change if the business decision is made to move the company to a new city and/or state.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	The range for this item is open to any city and state within the United States. If the company's address changes, a filing will be made and the address changed for new issues. In addition to changing for new issues, an address change endorsement will be filed, approved, and forwarded to all inforce policy holders.
President's Name, Signature, and Title	May change if the President's name or title changes.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	The range for this item is open to anyone named President of the company. If this item changes, it will be changed for all new issues.
Right to Cancel – Free Look Period	This item will not be less than each state's required minimum number of days and may change on new issues if the legal requirement changes.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	The range for this item is limited to the legal requirement of each state.  Currently, the company allows 30 days for this product.
Agent's Name and Address	Each new policy prints the name and address of the agent who sold the product.	Varies on new issues.	This item does not become fixed at issue.	The range for this item is open to the agents licensed by the state and appointed by the company.
Notice to Owner: Company Contact Number	May change if the business decision is made to move the current service center; if this type of service is moved to another vendor; or if additional service center vendors are added.	Currently, there is no anticipation of changing this item; changing or moving the service center; or changing vendors.	This item becomes fixed at issue.	The range for this item is open to the telephone numbering conventions used by the country providing this service.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
INFORMATION Page 3				
Policy Data Section				
Insured(s)	Each new policy's Insured is different.	Varies on new issues.	This item becomes fixed at issue.	May not be changed after issue.
Insured(s) Age and Sex At Issue	Each new policy's Insured has a different Birth Date and may be male or female.	Varies on new issues.	This item becomes fixed at issue.	May not be changed after the Date of Issue unless the Insured(s) age and/or sex have been misstated.
Policy Number	Each new policy receives a unique policy number.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the naming and numbering conventions used by the company.
Policy Date	The Policy Date is unique for each policy issued.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to each business day policies are issued.
Date of Issue	Policies are issued on each business day and the Date of Issue is different each day.	Varies every business day on new issues.	This item becomes fixed at issue.	The range for this item is open to each business day policies are issued.
Owner(s)	Each new policy Owner is different.	Varies on new issues.	This item does not become fixed at issue.	The range for this item is open and may change if Ownership is changed prior to or at death of the owner.
Owner Statement	This item is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this item.	This item does not become fixed at issue.	The range for this item is open to any language developed by the company.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
Premium Information Sect	ion			
Initial Premium	This item varies according to the insured's premium class.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is the initial premium for the insured's premium class.
Planned Premium/Mode	This item varies according to the Insured's premium class and the periodic payment mode selected by the Owner.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the planned premiums and modes used by the company for each Insured's premium class.
Monthly No-Lapse Premium (NLP)	This item varies according to the insured's premium class.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the monthly no-lapse premium rates used by the company for each Insured's premium class.
Minimum NLP Premium	This item varies according to the insured's premium class.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the minimum no-lapse premium rates used by the company for each Insured's premium class.
No-Lapse Period*	This item is open to the minimum no- lapse period established by the company.	Currently, there is no anticipation of changing this time period.	This item becomes fixed at issue.	The range for this item is open to any time period if the business decision is made to increase or decrease the minimum no- lapse period.  Currently the no-lapse period for this product is 15 years.
Guideline Single Premium	This item varies according to the insured's premium class.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the guideline single premium rates used by the company for each Insured's premium class.
Guideline Level Premium	This item varies according to the insured's premium class.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the guideline level premium rates used by the company for each Insured's premium class.
Annual Target Premium	This item varies according to the insured's premium class.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the annual target premium rates used by the company for each Insured's premium class.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
Life Insurance Qualification Test	This item is bracketed for variability in the event the language is revised by the federal government or the business decision is made to use a different life insurance qualification test.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	The range for this item is open to any language developed by the company or the federal government for this life insurance qualification test.
*No –Lapse Period statement	This item is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	The range for this item is open to any language developed by the company.
Benefit Information Section	on			
Minimum Face Amount	This item displays the minimum face amount for this product.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	The range for this item is open to the minimum face amount allowed by the company.
Description of Benefit	This item is unique for each policy issued.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open any Death Benefit options developed by the company.  Currently there are two Death Benefit Options available:  Death Benefit Option A; and Death Benefit Option B.
Amount	This item is unique for each policy issued.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the amount purchased by the owner.
Premium Class	Each Insured is placed into the appropriate premium class.	Varies on new issues.	This item becomes fixed at issue.	The range for this item may vary by any other premium class(es) added to this product or developed in the future.  Currently there are tobacco and non-tobacco premium classes.
Rate Class Percentage	This item is unique for each policy issued.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the percentages used by the company.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
Monthly Cost of Insurance Rate	This item refers the reader to the appropriate provision within the policy.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	The range for this item is open to the page number(s) for the provision's location.
Initial Face Amount and Effective Date of Initial Face Amount	These items are unique for each policy issued.	Varies on new issues.	These items become fixed at issue.	The range for these items are open to the amount purchased by the owner and it's effective date.
Total Face Amount	This item is unique for each policy issued.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the total amount purchased by the owner.
Settlement Option Endorsement statement	This item is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this item.	This item does not become fixed at issue.	The range for this item is open to any language developed by the company.
Rider Note	This item is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this item.	This item does not become fixed at issue.	The range for this item is open to any language developed by the company.

INFORMATION Page 4				
Interest Rate Section				
Interest Crediting Option(s)	Interest crediting option(s) may be allocated at application or on segment anniversary dates. Interest crediting options vary on new issues according to initial allocations made by the Owner. Additional interest crediting options may also be added after issue by approved rider.  Index Options are designed to provide possible index credits based on formulas linked to changes in specific closing values of the S&P 500 Composite Stock Price Index for the applicable index period or other indices as appropriate.	Varies on new issues.  Index interest crediting option(s) may be available within the policy or by rider attached at or after issue. Currently, there are no index interest crediting option riders available with this product.	These items do not become fixed at issue.  Index interest crediting option(s) may be available within the policy or by rider attached at or after issue. Currently, there are no index interest crediting option riders available with this product.	The range for these items are any Index interest crediting option riders developed by the company and approved by the doi which may be attached to new issues at issue and/or after issue to previously issued policies.  Index interest crediting option riders may include specific closing values of other indices which will be specified in the riders and filed with the doi prior to use.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
Allocation Percentage	Interest crediting option(s) allocations may be made at application and/or on segment anniversary dates.  Allocations vary on new issues according to initial allocations made by the Owner. Additional interest crediting options and allocations thereon, may also be added after issue by approved rider.	Varies on new issues, at segment anniversary dates, and/or with the addition of new interest crediting option riders.	These items do not become fixed at issue.	The ranges for these items are between 0.00% and 100%.
Initial Premium Allocated	These items are unique for each policy issued.	Varies on new issues.	These items become fixed at issue.	The range for these items are open to the amount allocated by the Owner upon purchase of the product.
Index Crediting Period	Applicable to the index interest crediting option(s) only.  This item may change if the business decision is made to increase or decrease the index crediting period.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	The range for this item is open to the index interest crediting options currently included in the policy or developed by the company.  Currently, a one year annual point-to-point index option based on the S&P 500 Composite Stock Price Index is available in the policy.  Any approved index interest crediting options may be attached at or after issue. Any index interest crediting options provided by rider may have other index interest crediting periods as stated in each rider.
Minimum Guaranteed Cap* Rates for Basic and Excess:	Applicable to the index interest crediting option(s) only.  These items may change on each segment anniversary.	Varies on new issues and may change at each segment's anniversary date.	These items become fixed at issue for the period indicated in the interest crediting option.	The range for these items is between 0.00% and 10.00%.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
Minimum Guaranteed Account Value Interest Rate	This item may change for each segment and may change on each segment anniversary.	Varies on new issues and may change at each segment's anniversary date.	This item becomes fixed at issue for the period indicated in the interest crediting option.	Currently the range for this item is between 0.00% and 3.00%.
Total Account Value/Initial Premium Paid	This item is unique for each policy issued.	Varies on new issues.	This item becomes fixed at issue.	The range for this item is open to the amount of premium paid by the Owner at purchase.
Fixed Option Initial Additional Interest Rate	This item may change for each segment and may change on each segment anniversary.	Varies on new issues and may change at each segment's anniversary date.	This item becomes fixed at issue for the period indicated in the interest crediting option.	Currently the range for this item is between 0.00% and 10.00%.
Index Option Initial Additional Annual Cap Rates for Basic and Excess	These items may change for each segment and may change on each segment anniversary.	Varies on new issues and may change at each segment's anniversary date.	These items become fixed at issue for the period indicated in the interest crediting option.	The range for these items is between 0.00% and 10.00%.
Cap Rate Asterisked Statement	This item is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this statement.	This item does not become fixed at issue.	The range for this item is open to any language developed by the company.
Fixed Interest Double Asterisked Statement	This item is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this statement.	This item does not become fixed at issue.	The range for this item is open to any language developed by the company.
	The effective annual interest rate, guarantee dates, and guaranteed minimum effective annual interest rate are unique for each policy issued.	Varies on new issues.	These items become fixed at issue for the guarantee period.	<ul> <li>The range for the:</li> <li>Effective annual interest rate is between 0.00% and 10.00%.</li> <li>Guarantee period dates are 1 year between the date of issue and the day prior to the end of the guarantee period and 1 year intervals thereafter.</li> <li>Guaranteed minimum effective annual interest rate is between 0.00% and 3.00%.</li> </ul>
Additional Interest Triple Asterisked Statement	This item is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this statement.	This item does not become fixed at issue.	The range for this item is open to any language developed by the company.
Loan Interest Language	This material is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this material.	This item becomes fixed at issue.	The range for this item is open to any language developed by the company.

Variable Item	Need for Variability	Anticipated Frequency	Time At Which These Items	Anticipated Range
	,	of Change	Become Fixed	·
Charges and Fees	This material is bracketed for variability in the event the language is revised.	Currently, there is no anticipation of changing this material.	This item becomes fixed at issue.	The range for this item is open to any language developed by the company.
Surrender Percentages	This item in unique for each policy issued.	Varies on new issues by premium class, issue age, and sex. Also applied to face amount increases.	This item becomes fixed at issue. A different percentage may be applied to face amount increases.	The range for this item is open to the minimum and maximum surrender percentages utilized by the company.
INFORMATION (Cont'd) se	ection. (Page 5's)			
Tables of Guaranteed Maximum Monthly Cost of Insurance Rates for Nontobacco and Tobacco Premium Classes		Currently, there is no anticipation of changing these items.	These items become fixed at issue.	The ranges for these items are open to the rates currently utilized or developed by the company.
PREMIUMS section, (Page	12)			
Planned and Unscheduled Premium Payments provision, second paragraph,	12)			
Unscheduled Additional Premium Amount	May change if the business decision is made to accept premiums payments under \$25.	Currently, there is no anticipation of changing this item.	This item does not become fixed at issue.	The range for this item is open to the minimum allowed by the company or required by state statute.
POLICY VALUES section (	Page 15)			
Account Value Provision:	age 13)			
Account Value Segment Dates	May change if the business decision is made to add, change, or remove the number of account value segment dates.	Currently, there is no anticipation of changing these items.	This item becomes fixed at issue.	The range for this item is currently the 1st, 8th, 15th, or 22nd of each month.  These dates may change if the business decision is made to add, change, or remove the number of segment dates.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
POLICY VALUES (Cont'd)	section (Page 16)			
Reallocations provision:	section (rage 10)			
Number of Business Days Notification Required for Reallocations	May change if the business decision is made to increase or decrease the number of business days required for any reallocations from one interest crediting option to another within the Policy.	Currently, there is no anticipation of changing this item.	This item does not become fixed at issue.	The range for this item is between 2 and 60 business days.
DOLICY CHANGES (Cont	d) section (Pages 19 and 20)			
Minimum Face Amount Increases and Decreases	These items may change if the business decision is made to increase or decrease the current minimum amounts.	Currently, there is no anticipation of changing these items.	These items become fixed at issue.	Currently the ranges for these items are between \$500 and \$20,000.
CUDDENDED coction (Dog	o 22)			
SURRENDER section (Page Partial Surrender provision:	•			
Turtial Surrender provisions				
Partial surrender account value reduction	May change if the business decision is made to increase or decrease the minimum surrender value left in the policy after a partial surrender is made.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	Currently the range for this item is a minimum of \$1,000.  This item may change if the business decision is made to increase or decrease the minimum surrender value.
Minimum Surrender Amount	May change if the business decision is made to increase or decrease the minimum.	Currently, there is no anticipation of changing this item.	This item becomes fixed at issue.	Currently the range for this item is a minimum of \$500.  This item may change if the business decision is made to increase or decrease the minimum surrender amount.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
Methods of Settlement se	ction (Page 27)			
Settlement Option 1 Income for a Fixed Period And Settlement Option 2 Life Income With a Guaranteed Period				
Number of Years and Months Payment Limit	May change if the business decision is made to allow settlement payments to be less than 5 years or to extend longer than 25 years.	Currently, there is no anticipation of changing these items.	These items do not become fixed at issue.	The range for these item are open to the number of years allowed by the company and/or by state statute.
Methods of Settlement (C	ont'd) section (Page 28)			
Settlement Option 5 Interest				
Maximum Number of Years Interest Held	May change if the business decision is made to allow interest to be held longer than 10 years.	Currently, there is no anticipation of changing this item.	This item does not become fixed at issue.	The range for this item is open to the number of years that may be allowed by the company and/or by state statute.
Payment provision:				
Company consent for the minimum amount of proceeds or interest left with the company	May change if the business decision is made to increase or decrease the amount of proceeds or interest left with the company.	Currently, there is no anticipation of changing these items.	These items do not become fixed at issue.	The range for these items is open to the minimum amounts that may be increased or decreased by the company and/or by state statute.
Minimum Payment Amount	May change if the business decision is made to allow settlement or interest payments under \$20.	Currently, there is no anticipation of changing these items.	These items do not become fixed at issue.	The range for this item is open to the minimum allowed by the company and/or by state statute.

Variable Item	Need for Variability	Anticipated Frequency of Change	Time At Which These Items Become Fixed	Anticipated Range
Methods of Settlement (C	cont'd) section, (Page 29)			
Tables of Guaranteed Monthly Payments  Interest Rate Monthly Guaranteed Payments are based on. Currently 1.5%	May change if the business decision is made to increase or decrease the effective annual interest rate used by the company.		This item becomes fixed at issue.	The range for this item is between 1.00% and 3.00%.

#### **LIFE INSURANCE ILLUSTRATION REGULATION**

OM IUL-C (1-09), Group Flexible Premium, Adjustable Death Benefit, Universal Life Insurance Certificate with Index Interest Option

OM IUL (1-09), Flexible Premium, Adjustable Death Benefit, Universal Life Insurance Policy with Index Interest Option

I am a responsible officer of OM Financial Life. I certify that the illustration formats meet the requirements of this regulation and that the scales that will be used in insurer-authorized illustrations are those scales certified by the illustration actuary. I also certify that the Company will provide its agents with information about the expense allocation method use by the company in its illustrations.

Emarie Payne

VP, Chief Compliance Officer

Date<sup>1</sup>